

# **EXHIBIT 3**

**ADRIAN MENDOZA**

**v.**

**MID-CENTURY INSURANCE COMPANY; FARMERS INSURANCE  
EXCHANGE; DOES I through X; and ROE CORPORATIONS XI through  
XX, inclusive,**

**Case No. To be determined**

**DEFENDANTS' EXHIBITS TO PETITION FOR REMOVAL**

# **EXHIBIT 3**

**MID-CENTURY INSURANCE COMPANY POLICY OF INSURANCE,  
BATES NOS. MIC01684-1724**



Farmers Insurance  
PO Box 2602  
Grand Rapids MI  
49501-2602

December 7, 2017

Insured: Alicia Mendoza Adrian Mendoza  
Policy Number: 67 193711079  
Claim Number: 3005715861-1-2  
Loss Date: March 15, 2016  
Policy Term: 6 Months

- ☐ Attached is a true copy of the original information sent to the insured.
- ☐ Attached is a true copy of the original declarations page, policyback and endorsements.
- ☒ Attached is a true copy of the original declaration page. The attached policyback and endorsements did not mail with this declaration page, but are included as requested.
- ☐ Attached is a true copy of the original declaration page only.
- ☐ Attached is a reconstructed copy of the declaration page only.
- ☐ Attached is a reconstructed copy of the declaration page, policyback and endorsements.
- ☐ Attached is a reconstructed copy of the cancellation
- ☐ Attached is a true copy of the original cancellation.

Any additional Declaration Sheet(s) included with these documents labeled as "change or change-misc." may reflect a mid-term change in the policy and therefore a time period of less than the original policy term, however the dates reflect the most current policy information on file, up to and including the date of loss for the above-referenced claim.

MIC01684

FRANK S TWOREK  
911 AMERCN PACFC #140  
HENDERSON, NV 89014



## Auto Insurance Renewal Offer

ALICIA MENDOZA  
ADRIAN MENDOZA  
5728 BULLHEAD ST  
NORTH LAS VEGAS NV 89031-4240

11/16/2015

Dear Alicia Mendoza and Adrian Mendoza,

Thank you for choosing Farmers for your automobile insurance needs. We appreciate the opportunity to provide continued coverage for you and your family.

As a reminder, your policy includes **Incident Forgiveness** and **Guaranteed Renewal** at no additional cost. You earned these benefits on a previous renewal in recognition of your continued business with Farmers. Also, our records indicate that you will earn the **Accident Forgiveness** benefit on your Jan, 2017 renewal if you remain accident free. For more information about how these benefits work, refer to the *Farmers Auto Rewards* endorsement on your policy or contact your agent.

Please review the documents that have been enclosed:

- ID cards
- Declaration page – a summary of your insurance coverages, limits, and deductibles

A summary of your premium information is shown below.

### **Premium at-a-glance**

► **Policy Premium** **\$1,628.60**

**This is not a bill.** Your bill with the amount due will be mailed separately.

If you prefer, you can log into [farmers.com](http://farmers.com) today to review your balance and make a payment. You can also contact us at 1-877-327-6392 or visit your agent's office with your payment.

Sincerely,

Farmers Insurance  
**Frank S Tworek**  
(702) 316-4888  
[ftworek@farmersagent.com](mailto:ftworek@farmersagent.com)

### **Your Farmers Policy**

**Policy Number: 19371-10-79**

Effective: 1/10/2016 12:01 AM

Expiration: 7/10/2016 12:01 AM

### **Your Farmers Agent**

**Frank S Tworek**

911 Amercn Pacfc #140

Henderson, NV 89014

(702) 316-4888

[ftworek@farmersagent.com](mailto:ftworek@farmersagent.com)

To file a claim call

**1-800-435-7764**

### **Did you know?**



#### **Farmers Auto Rewards**

Congratulations! You are now qualified for Farmers Auto Rewards and eligible to earn accident forgiveness, incident forgiveness or guaranteed renewal. Check your declaration page to see which rewards have been applied to your policy.



#### **Design Change**

Our customer documents are now in an easier to read style. They have been redesigned to refresh the look and feel and deliver customer information in a consistent format.



## Auto Insurance Declaration Page

**Policy Number: 19371-10-79**
**Effective:** 1/10/2016 12:01 AM

**Expiration:** 7/10/2016 12:01 AM

**Named Insured(s):** Alicia Mendoza

Adrian Mendoza

5728 Bullhead St

North Las Vegas, NV 89031-4240

**e-mail:** alorocks702@gmail.com

**Address(es):**
**Underwritten By:** Mid-Century Insurance Company

6301 Owensmouth Ave.

Woodland Hills, CA 91367

**Premiums**

**Policy Premium**
**\$1,628.60**
**This is not a bill.**

Your bill with the amount due will be mailed separately.

**Household Drivers**

Name	Driver Status	Name	Driver Status
Alicia Mendoza	Covered	Adrian Mendoza	Covered

**Vehicle Information**

Veh. #	Year/Make/Model/VIN	Coverage	Deductible	Limit
1	2014 Nissan Quest Van S/Sv/SI/Le JN8AE2KP5E9102123	Comprehensive:	\$100	
		Collision:	\$500	
2	2014 Ford Focus 4D SE 1FADP3F27EL210548	Comprehensive:	\$100	
		Collision:	\$500	

**Vehicle Level Coverage Items**

Coverage	Limits (applicable to all vehicles)	Premiums by Vehicle	
		Vehicle 1	Vehicle 2
Bodily Injury Liability	\$100,000 each person \$300,000 each accident	\$161.70	\$388.60
Property Damage Liability	\$100,000 each accident	\$68.50	\$120.00
Medical Coverage		Not Covered	Not Covered
Comprehensive		\$49.80	\$46.80
Collision		\$116.30	\$232.90
Towing and Road Service	\$150 each accident	\$4.30	\$4.30
Loss of Use	K4/K3: \$25 per day/ \$500 max; Additional expenses \$200 max	\$49.70	\$49.70

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Policy No. 19371-10-79

**Questions?**

 Call your agent Frank S Tworek at (702)  
316-4888 or email  
ftworek@farmersagent.com

**Manage your account:**

 Go to www.farmers.com to access  
your account any time!

**Declaration Page** (continued)**Policy Level Coverage Items**

Coverage	Limits (for all vehicles)	Per Policy
Uninsured Motorist	\$100,000 each person	\$336.00
Bodily Injury	\$300,000 each accident	
 <b>Policy Premium</b>		<b>\$1,628.60</b>

**Discounts**

Discount Type	Applies to Vehicle(s)	Discount Type	Applies to Vehicle(s)
Auto/Home	1, 2	Multiple Car	1, 2
Early Shopping	1, 2	Auto/Life	1, 2
EFT	1, 2	ePolicy	1, 2

**Other Policy Features and Benefits**

- Incident Forgiveness - protects your premium from increases due to minor traffic violations
- Guaranteed Renewal - claims activity will not lead to cancellation or nonrenewal

**Policy and Endorsements**

This section lists the policy form number and any applicable endorsements that make up your insurance contract. Any endorsements that you have purchased to extend coverage on your policy are also listed in the coverages section of this declarations document: 56-5058 3rd ed.; J6275 1st ed.; J6279 1st ed.; J6284 1st ed.; J6489 1st ed.; J6492 1st ed.; J6674 1st ed.; J6683 1st ed.; J6774 1st ed.; J6934 1st ed.; J6956 1st ed.; NV008 1st ed.; NV011 1st ed.; NV018 1st ed.; NV019 1st ed.; 25-2480 6-12; J7200 1st ed.

**Other Information**

- Vehicle 1,2 - Deductible waived if glass repaired rather than replaced.
- UM premium is discounted because of limitations on stacking coverages
- Do you know that Farmers offers free of charge Farmers Friendly Reviews to ensure that you and your family are receiving the right coverage and savings, please contact your agent to setup an appointment.

**\*Information on Additional Fees**

The "Fees" stated in the "Premium/Fees" box on the front apply on a per-policy, not an account basis. The following additional fees also apply:

- 1. Service Charge per installment** (In consideration of our agreement to allow you to pay in installments):
  - For Monthly Recurring Electronic Funds Transfer (EFT) and fully enrolled online billing (paperless): **\$0.00** (applied per account)
  - For other Monthly EFT plans: **\$2.00** (applied per account)
  - For all other payment plans: **\$5.00** (applied per account)
- 2. Late Fee: \$10.00** (applied per account)
- 3. Returned Payment Charge: \$25.00** (applied per check, electronic transaction, or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account)
- 4. Reinstatement Fee: \$25.00** (applied per policy)

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Policy No. 19371-10-79

**Questions?**

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ftworek@farmersagent.com

**Manage your account:**

Go to [www.farmers.com](http://www.farmers.com) to access your account any time!

**Declaration Page** (continued)

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If this account is for more than one policy, changes in these fees are not effective until the revised fee information is provided for each policy.

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

**Countersignature**



Authorized Representative



## Your E-Z Reader Car Policy

### Index of Policy Provisions

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#### **READ YOUR POLICY CAREFULLY.**

- Any additional provisions affecting your policy are attached as "endorsements."
- This policy is a legal contract between you (the policyholder) and us (the Company). **It Contains Certain Exclusions.**

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## Your E-Z Reader Car Policy (continued)

### Agreement

We agree with you, in return for your premium payment, to insure you, subject to all the terms of this policy, for the coverages and the limits of coverage shown in the Declarations of this policy.

### Definitions

Throughout this policy "you" and "your" mean the "named insured" shown in the Declarations and spouse if a resident of the same household. "We", "us," and "our" mean the Company named in the Declarations providing this insurance and all the members of the Farmers Insurance Group of Companies, including Farmers Insurance Exchange, Mid-Century Insurance Co., Truck Insurance Exchange, etc. In addition, certain words appear in bold type. They are defined as follows:

**Accident or occurrence** means an unexpected and unintended event, including continuous or repeated exposure to the same conditions, that causes **bodily injury** or **property damage**.

**Additional car** means a **private passenger car** or **utility car** of which you acquire possession during the policy period for the purposes of ownership, provided that:

- (1) You notify us of your intent to insure it with us within 30 days of its acquisition, and
- (2) As of the date of acquisition, all **private passenger cars** and **utility cars** you own are insured with us.

**Bodily injury** means injury to the body, sickness, disease or death of any person.

**Damages** are the cost of compensating those who suffer **bodily injury** or **property damage** from an **accident**.

**Family member** means a person related to you by blood, marriage or adoption who is a resident of your household.

**Occupying** means in, on, getting into or out of.

**Private passenger car** means a four wheel land motor vehicle of the private passenger or station wagon type actually licensed for use upon public highways. It also means a motor home, regardless of the number of wheels, not used for business purposes.

**Property damage** means physical injury to or destruction of tangible property, including loss of its use.

**Replacement car** means a **private passenger car** or **utility car** which you acquire as a replacement of the car described in the Declarations, provided that:

- (1) Neither you nor a **family member** continues to possess or exercise any right of ownership of the car described in the Declarations, and
- (2) You notify us of its acquisition before the end of the policy term. However, if the policy term ends less than 30 days after its acquisition and you renew the policy, you may notify us within 30 days of its acquisition.

**State** means the District of Columbia and any state, territory or possession of the United States, or any province of Canada.

**Substitute car** means a **private passenger car** or **utility car** being temporarily used as a substitute for the car described in the Declarations while it is withdrawn from normal use because of breakdown, repair, servicing, loss, or destruction.

**Utility car** means a land motor vehicle having at least four wheels licensed for use upon public highways, with a rated load capacity of not more than 2,000 pounds, of the pickup, panel or van type. It does not mean a vehicle used in any business or occupation other than farming or ranching. However, it does mean a vehicle used to transport tools and related items to and from or between job sites. It also includes an **additional car** or **replacement car** of the same type if its usage is the same as the **utility car** described in the Declarations.

**Utility trailer** means a vehicle designed to be towed by a **private passenger car** and includes a farm wagon or farm implement while towed by a **private passenger car** or **utility car**. It does not include a trailer used as an office, store, display or passenger trailer.

**Your insured car** means:

1. The vehicle described in the Declarations of this policy.
2. A **replacement car**.
3. An **additional car**.

For the purposes of 1, 2 and 3 above, ownership will include the written leasing of a **private passenger** or **utility car** for which you qualify as a "long-term lessee" under Nevada law.

4. Any **utility trailer**:
  - a. That you own, or
  - b. while attached to **your insured car**.
5. Any other **private passenger car**, **utility car**, or **utility trailer** while being used as the driver by you or a **family member** which is not furnished or available for regular use or owned by you or a **family member**. This includes such vehicles while rented by you on a daily or weekly basis and for which you qualify as a "short-term lessee" under Nevada law.



## Your E-Z Reader Car Policy (continued)

**Your insured car** does not include the following:

- (1) Any vehicle for which there is not sufficient reason to believe the use is with permission of the owner.
- (2) Any vehicle while used in employment by any person whose primary duties are the delivery of goods or services.
- (3) Any vehicle, other than the car described in the Declarations, while used in employment in an emergency occupation on a full time, part time or volunteer basis. Such occupations include, but are not limited to, Fire Fighting, Police, and Ambulance activities.
- (4) Any vehicle which is one of a fleet or pool of vehicles provided for the use of any person by such person's employer, unless such vehicle is specifically listed in the Declarations.

## What to Do in Case of Accident

### Notice

In the event of an **accident**, or loss, notice must be given to us or our agent promptly. Your failure to give us prompt notice as required will not invalidate your claim if you show that it was not reasonably possible to do so and you notify us as soon as it is reasonably possible. The notice must give the time, place and circumstances of the accident, or loss, including the names and addresses of injured persons and witnesses.

### Other Duties

A person claiming any coverage of this policy must also:

1. Cooperate with us and assist us in any matter concerning a claim or suit.
2. Send us promptly any legal papers received relating to any claim or suit.
3. Submit to physical or mental examinations at our expense by doctors we select as often as we may reasonably require.
4. Authorize us to obtain medical and other records.
5. Provide any written proofs of loss we require.
6. Promptly notify police and us if a hit-and-run motorist is involved and an uninsured motorist claim is to be filed.
7. If claiming car damage coverage:
  - a. Take reasonable steps after loss to protect the vehicle and its equipment from further loss. We will pay reasonable expenses incurred in providing that protection.
  - b. Promptly report the theft of the vehicle to the police.
  - c. Allow us to inspect and appraise the damaged vehicle before its repair or disposal.
8. Submit to examination under oath upon our request.

## Part I - Liability

### Coverage A - Bodily Injury

### Coverage B - Property Damage

We will pay **damages** for which any **insured person** is legally liable because of **bodily injury** to any person and/or **property damage** arising out of the ownership, maintenance or use of a **private passenger car, utility car, or utility trailer**.

We will defend any civil claim or civil suit asking for these **damages**.

We may settle when we consider it appropriate.

We will not defend any suit or make additional payments after we have paid the limits of coverage shown in the Declarations.

### Additional Definitions Used in this Part Only

**Insured person** as used in this part means:

1. You or any **family member**.
2. Any person using **your insured car**.
3. Any other person or organization with respect only to legal liability for acts or omissions of:
  - a. You or a **family member** while using **your insured car** provided it is not owned or hired by that person or organization.
  - b. Any other person while using the car described in the Declarations, an **additional car**, a **replacement car** or a **substitute car** provided such car is not owned or hired by that person or organization.

**Insured person** does not mean:

1. The United States of America or any of its agencies.
2. Any person for **bodily injury** or **property damage** arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.
3. Any person who uses a vehicle without having sufficient reason to believe that the use is with the permission of the owner.
4. Any person other than you or a **family member** while using a non-owned car other than a substitute car.

### Supplementary Payments

In addition to our limit of liability, we will pay these benefits as respects an **insured person**:

1. All costs we incur in the settlement of any claim or defense of any suit.
2. Interest on any judgment covered by this policy on any amount that does not exceed our limit of liability.

## Your E-Z Reader Car Policy (continued)

3. a. Premiums on appeal bonds on any suit we defend.
- b. Premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy.
- c. Up to \$300 for the cost of bail bonds required because of **accident** or traffic law violation arising out of use of **your insured car**.

We are not obligated to apply for or furnish any of the above bonds.

4. Actual loss of wages or salary up to \$50 a day, but not other income, when you attend a trial or hearing at our request.
5. Expenses you incur for immediate medical and surgical treatment for others necessary at the time of the **accident** resulting in **bodily injury** covered by this part.
6. Other reasonable expenses you incur at our request.

### Exclusions

This coverage does not apply to:

1. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of a vehicle while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. **Bodily injury** or **property damage**:
  - a. reasonably expected to arise out of an intentional act, whether or not the **insured person** intended or had the capacity to intend the harm.
  - b. Arising out of an **insured person's** failure to prevent another person's intentional acts.
3. **Bodily injury** or **property damage** with respect to which any person is an insured under nuclear energy insurance. This exclusion applies even if the limits of that insurance are exhausted.
4. **Bodily injury** to an employee of an **insured person** arising in the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required.
5. **Bodily injury** or **property damage** for any person while employed or otherwise engaged in the business or occupation of transporting, selling, repairing, servicing, storing or parking of vehicles designed for use mainly on public highways, including road testing or delivery.

This exclusion does not apply to the ownership, maintenance or use of **your insured car** by you, any **family member**, or any partner, agent or employee of you or any **family member**. This exclusion also does not apply to any other person who does not have other available insurance with limits equal to at least those of the Nevada Financial

Responsibility Law. In such event, the insurance afforded that person will be limited to the minimum requirements of the Nevada Financial Responsibility Law.

6. **Bodily injury** or **property damage** arising out of the use of any vehicle while used by any person employed or engaged in any business or occupation and whose primary duties are the delivery of goods or services.
7. **Bodily injury** or **property damage** arising out of the use of any vehicle in an emergency occupation on a full time, part time, or volunteer basis, including but not limited to Fire Fighting, Police and Ambulance activities. This exclusion does not apply to the car described in the Declarations, a **replacement car** or an **additional car**.
8. **Bodily injury** or **property damage** arising out of the use of any vehicle, unless described in the Declarations, which is one of a fleet or pool of vehicles which are provided or made available for the use of an **insured person** in the course of employment.
9. Damage to property owned or being transported by an **insured person**.
10. Damage to property rented to, or in the charge of, an **insured person** except a residence or private garage not owned by that person.
11. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motorized vehicle with less than four wheels.
12. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by or furnished or available for regular use by you or a **family member**.
13. Liability to any person or organization because of **bodily injury** to you.
14. Liability assumed under any contract.
15. Liability arising from the sponsoring or taking part in any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
16. **Bodily injury** or **property damage** arising out of the ownership, maintenance, or use by any person of a vehicle in which you have transferred full ownership interest even if the transfer does not comply with the transfer of ownership provisions of the **state** motor vehicle law.
17. Punitive or exemplary **damages** or the cost of defense related to such **damages**.

## Your E-Z Reader Car Policy (continued)

18. Liability to pay **damages** or fines where the obligation is established as a condition of any criminal judgment or order and any defense costs related to such a judgment.
19. Liability which results from an **insured person** transmitting a communicable (including sexually transmitted) disease.

### Limits of Coverages

The amounts shown in the Declarations, in section 3. Coverages for **Bodily Injury** and **Property Damage** Liability, are the limits of liability which apply to the insurance provided by Part I, subject to the following:

1. The **bodily injury** liability limit for "each person" is the maximum we will pay for all **damages** resulting from **bodily injury** sustained by one person in any one **accident** or **occurrence**, including all consequential **damages** sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow and emotional distress.
2. The **bodily injury** liability limit for "each **occurrence**" is the maximum we will pay for all claims for two or more persons for all **damages** for **bodily injury** arising out of any one **accident** or **occurrence**.
3. The **property damage** liability limit for "each **occurrence**" is the maximum we will pay for all **damages** to all property in any one **accident** or **occurrence**.
4. The amount by which the limits of liability exceed those required by the Nevada Financial Responsibility Law apply only to you and any **family member**. We will provide insurance for an **insured person** other than you or a **family member** only up to the minimum required limits of the Nevada Financial Responsibility Law.
5. An **insured person's damages** shall be reduced by any amount payable under any Workers' Compensation or any similar medical or disability law.
6. If you have two or more cars insured with any member company of the Farmers Insurance Group of Companies, the insurance we provide for a non-owned vehicle will pay no more than the highest limit of coverage you have on any one of your cars.

### Other Insurance

The coverage provided by this policy is excess over any other collectible auto liability insurance coverage provided by any other policy which applies to the same **accident** or **occurrence**.

### No Duplication of Benefits

Any **damages** under Part I - Liability will be reduced by any other coverage of this policy applicable to the **damages** so that no

person may collect more than once for the same elements of the **damages**.

### Out of State Coverage

An **insured person** may become subject to the financial responsibility law, compulsory insurance law or similar law of another **state** or in Canada. This can happen because of the ownership, maintenance or use of **your insured car** when you travel outside of Nevada. We will interpret this policy to provide any broader coverage required by those laws, except to the extent that other liability insurance applies.

### Conformity with Financial Responsibility Laws

When we certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by law.

## Part II - Uninsured Motorist

### Coverage C - Uninsured Motorist Coverage

We will pay all sums which an **insured person** is legally entitled to recover as **damages** from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by the **insured person**. The **bodily injury** must be caused by an **accident** and arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

### Additional Definitions Used in this Part Only

As used in this part:

1. **Insured person** means:
  - a. You or a **family member**.
  - b. Any other person while **occupying** the car described in the Declarations, an **additional car**, a **replacement car**, or a **substitute car**.
  - c. Any person for **damages** that person is entitled to recover because of **bodily injury** to an **insured person** as described in a. and b. above.

But, no person shall be considered an **insured person** if the person uses a vehicle without having sufficient reason to believe that the use is with permission of the owner.

2. **Motor vehicle** means a land motor vehicle or a trailer but does not mean a vehicle:
  - a. Operated on rails or crawler-treads.
  - b. Designed principally for use off public roads, including, but not limited to, dune buggies, go-carts, all terrain vehicles of two or more wheels, mini-bikes, farm tractors and other farm equipment, stock cars and all other racing cars, and all other vehicles of similar characteristics.
  - c. Used as a residence or office.



## Your E-Z Reader Car Policy (continued)

### 3. **Uninsured motor vehicle** means a **motor vehicle** which is:

- a. Not insured by a **bodily injury** liability bond or policy at the time of the **accident**.
- b. A hit-and-run vehicle whose operator or owner has not been identified and which strikes:
  - (1) You or any **family member**.
  - (2) A vehicle **occupied** by an **insured person**.

However, if there is no physical contact with the hit-and-run vehicle the covered person must show the existence of the **uninsured motor vehicle** by clear and convincing evidence other than just the **insured person's** testimony.

- c. Insured by a **bodily injury** liability bond or policy at the time of the **accident** but the Company becomes insolvent or denies coverage for a reason other than because of an intentional act(s) of the owner or operator.
- d. Insured by a **bodily injury** liability bond or policy at the time of the **accident** which provides coverage in amounts less than the **damages** which the **insured person** is legally entitled from the owner or operator of that vehicle.

**Uninsured motor vehicle**, however, does not mean a vehicle:

- a. Insured under the liability coverage of this policy.
- b. Owned by or furnished or available for regular use by you or any **family member**.
- c. Owned or operated by a self-insured as contemplated by any financial responsibility law, or similar law.
- d. Owned by a governmental unit or agency.
- e. Operated by a person who intentionally causes the **accident** or **occurrence** and whose liability insurance coverage is denied because of an intentional act exclusion.

### Exclusions

1. This coverage shall not apply to the benefit of any insurer or self-insurer under any Workers' Compensation law, or directly to the benefit of the United States, or any **state** or any political subdivision.
2. This coverage does not apply to punitive or exemplary **damages**.
3. This coverage does not apply to **bodily injury** sustained by a person:
  - a. If that person or the legal representative of that person makes a settlement with or takes a judgment against any other person or entity without our written consent.
  - b. While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.

- c. During active participation in any organized or agreed-upon racing or speed contest or demonstration or in practice or preparation for any such contest.

4. This coverage does not apply while **occupying** any vehicle owned by you or a **family member** for which insurance is not afforded under this policy or through being struck by that vehicle. This exclusion only applies to those **damages** which exceed the minimum limits of liability required by Nevada law for **Uninsured Motorist** coverage.

### Limits of Coverage

The amounts shown in the Declarations, in section 3. Coverages for **Uninsured Motorist**, are the limits of liability which apply subject to the following:

1. The **uninsured motorist bodily injury** limit for "each person" is the maximum we will pay for all damages resulting from **bodily injury** sustained by one person in any one **accident** or **occurrence**, including all consequential **damages** sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow and emotional distress.
2. The **uninsured motorist bodily injury** limits for "each **occurrence**" is the maximum amount we will pay for all claims by all persons for all **damages** for **bodily injury** arising out of any one **accident** or **occurrence**.
3. Subject to the other limits of coverage of this part, the maximum we will pay for **damages** caused by an underinsured motorist as defined in Additional Definition 3d shall be no more than the extent the **damages** exceed the sum of the amounts of coverage of all liability bonds or policies available to all parties held to be liable for the **accident** or **occurrence**.
4. Any amount payable by us to an **insured person** under this coverage shall be reduced by the amount paid and the present value of all amounts payable on account of such **bodily injury** under any Workers' Compensation law, disability benefits law or any similar law.

### Limitations on Stacking Coverages

If you have more than one car insured by us, we will not pay any insured person more than the single highest limit of uninsured motorist coverage which you have on any one of those cars. This limit of coverage applies regardless of the number of policies, insured persons, cars insured, claims made, claimants, or vehicles involved in the occurrence. Coverages on your other cars insured with us cannot be added, combined or stacked together.

## Your E-Z Reader Car Policy (continued)

### Other Insurance

The coverage provided by this policy is excess over any other collectible auto **uninsured motorist** insurance coverage provided by any other policy which applies to the same **accident** or **occurrence**.

### No Duplication of Benefits

Any **damages** under Part II - **Uninsured Motorist** will be reduced by any other coverage of this policy applicable to the **damages** so that no person may collect more than once for the same elements of the **damages**.

## Part III - Medical

### Coverage E - Medical Expense Coverage

We will pay **reasonable expenses** for **necessary medical services** furnished within two years from the date of the **accident** because of **bodily injury** sustained by an **insured person**.

### Additional Definitions Used in this Part Only

As used in this part, **insured person** or **insured persons** means:

1. You or any **family member** while **occupying**, or through being struck by, a motor vehicle or trailer designed for use on public roads.
2. Any other person while **occupying** the car described in the Declarations, an **additional car**, a **replacement car**, or a **substitute car** while being used by you, a **family member**, or any other person who has sufficient reason to believe the use is with permission of the owner.

**Necessary Medical Services** means medical services which are usual and customary for treatment of the injury, including the number or duration of treatments, in the county in which those services are provided. **Necessary medical services** are limited to necessary medical, surgical, dental, x-ray, ambulance, hospital, professional nursing and funeral services, and include the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses, and hearing aids. We will reimburse you for any **necessary medical services** covered under this part already paid by you.

**Necessary medical services** do not include:

1. Treatment, services, products or procedures that are:
  - a. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
  - b. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of **bodily injury**; or

2. The use of:

- a. Thermography or other related procedures of a similar nature; or
- b. Acupuncture or other related procedures of a similar nature.

3. Purchase, rental cost, or use of:

- a. Hot tubs, spas, water beds,
- b. Exercise equipment,
- c. Heating or vibrating devices,
- d. Furniture or equipment not primarily designed to serve a medical purpose,
- e. Memberships in health clubs,
- f. Medical reports unless requested by us.

**Reasonable Expenses** means expenses which are usual and customary for **necessary medical services** in the county in which those services are provided. We will reimburse you for any **reasonable expenses** covered under this part already paid by you.

### Exclusions

This coverage does not apply for **bodily injury** to any person:

1. Sustained while **occupying your insured car** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools.
2. Sustained while **occupying** any vehicle while located for use as a residence or premises.
3. Sustained while **occupying** a motorized vehicle other than a **private passenger car** or **utility car**.
4. Sustained while **occupying**, or when struck by, any vehicle (other than **your insured car**) which is owned by or furnished or available for regular use by you or any **family member**.
5. Sustained while **occupying** a vehicle other than the car described in the Declarations, an **additional car**, a **replacement car**, or a **substitute car** while the vehicle is being used in the business or occupation of an **insured person**.
6. Sustained while **occupying**:
  - (1) Any vehicle while used in employment by any person whose primary duties are the delivery of goods or services.

## Your E-Z Reader Car Policy (continued)

- (2) Any vehicle, other than the car described in the Declarations, a **replacement car** or a **substitute car**, while used in employment in an emergency occupation, including but not limited to Fire Fighting, Police, and Ambulance activities.
- (3) Any vehicle, unless specifically described in the Declarations, which is one of a fleet or pool of vehicles provided for the use of an **insured person** in the course of his or her employment.
7. Due to heart attacks, strokes, and other medical conditions or illnesses not causally related to an **accident**.
8. Occurring during the course of employment if Workers' Compensation benefits coverage is required.
9. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
10. During active participation in any organized or agreed-upon racing or speed contest or demonstration, or in practice or preparation for any such contest.
11. Where medical expenses are paid or payable by any governmental entity.

### Determination of Coverage

At our expense, we may employ or enter into contract with an independent medical consultant(s) to assist us in determining whether all or any portion of any claim are **reasonable expenses** and **necessary medical services**. We may submit to such a consultant any medical records, reports, bills, statements, results of tests and examinations, and any other documentation or material we deem appropriate.

### Limits of Coverage

The amounts shown in the Declarations, in section 3. Coverages for Medical, are the limits of liability which apply subject to the following:

1. The limit is the most we will pay for **bodily injury** sustained by any one **insured person** in any one **occurrence**.
2. In no event will we pay more than \$2,000 for funeral expenses for any one **insured person**.

### Limitations on Stacking Coverages

If you have more than one car insured by us, we will not pay any insured person more than the single highest limit of medical expense coverage which you have on any one of those cars. This limit of coverage applies regardless of the number of policies, insured persons, cars insured, claims made, claimants, or vehicles involved in the occurrence. Coverages on your other

cars insured with us cannot be added, combined or stacked together.

### Other Insurance

The coverage provided by this policy is excess over any other collectible medical expense insurance coverage provided by any other policy which applies to the same **accident** or **occurrence**, including but not limited to any of the following:

- a. other auto medical expense insurance, premises medical insurance or personal injury protection coverage.
- b. individual, blanket or group accident, health or hospitalization insurance or Health Maintenance Organization plan or benefits provider.

### Other Insurance

Any amount paid under Part III - Medical will be offset against any other coverage of this policy applicable to the **accident** so that there is no duplication of Medical Expense Coverage benefits and so that no person may collect more than once for the same elements of **damages**.

## Part IV - Damage to Your Car

### Coverage F - Comprehensive

We will pay for **loss** to your **insured car** caused by any accidental means except **collision**, less any applicable deductibles. Any deductible amount will apply separately to each **loss**.

**Loss** caused by missiles, falling objects, fire, **theft** or **larceny**, explosion, earthquake, windstorm, hail, water, flood, vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is not deemed **loss** caused by collision. If glass breakage results from a **collision**, you may elect to have it treated as **loss** caused by **collision**.

### Coverage G - Collision

We will pay for loss to **your insured car** caused by **collision** less any applicable deductibles. Any deductible amount will apply separately to each **loss**.

### Coverage H - Towing and Road Service

We will pay for reasonable and necessary towing and labor costs incurred because of disablement of **your insured car**. The labor must be performed at the place of disablement.

### Additional Definitions Used in this Part Only

As used in this part:

1. **Collision** means collision of **your insured car** with another object or upset of **your insured car**.
2. **Loss** means direct and accidental loss of or damage to **your insured car**, including its equipment.

## Your E-Z Reader Car Policy (continued)

3. **Theft or Larceny** means the unlawful taking and removal of **your insured car**, its parts or accessories. It does not include voluntary parting with title or possession by you or others, if induced to do so by trickery or false pretense. Such inducement may be in the form of, but not limited to, transfer of possession without a legal right to do so, embezzlement or concealment by any person in possession of **your insured car** under any of the following:

1. Bailment lease
2. Conditional sale
3. Purchase agreement
4. Mortgage or other claim or lien.

### Supplementary Payments

If you have Comprehensive coverage, we will pay for transportation expenses incurred by you because of the total **theft of your insured car**. We will pay up to \$15 per day, but no more than \$450 each **loss**. This coverage begins 48 hours after the **theft** has been reported to us and to the police and ends when the car is returned to use or when we offer settlement for the **loss**.

We will pay up to, but not more than, \$200 for **loss** of clothing or luggage in **your insured car** which belongs to you or a **family member** if the **loss** is caused by:

- a. **Collision of your insured car** provided Coverage G - **Collision** is listed as a covered part in the Declarations and **loss** occurs to **your insured car** from the same cause.
- b. Fire, lightning, flood, earthquake, explosion, falling aircraft, or **theft** of the entire insured car; provided Coverage F-Comprehensive is listed as a covered part in the Declarations and **loss** occurs to **your insured car** from the same cause.

### Exclusions

This coverage does not apply to **loss**:

1. To **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination or any consequence of any of these.
3. Caused by **theft** to equipment designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting equipment. This applies to such equipment as a tape or disc player, tape recorder, video cassette recorder, citizens band radio and two-way mobile radio, telephone, television or scanning monitor receiver. It also applies to any

electronic device incorporating any of this equipment, as well as accessories and antennas.

This exclusion does not apply to that equipment which is permanently installed in the opening of the dash or console of **your insured car** normally used by the motor vehicle manufacturer for the installation of a radio or sound reproducing device.

4. Caused by **theft** to tapes, discs, records, reels, cassettes, cartridges, carrying cases or other devices for use with equipment designed for the reproduction of sound.
5. To a camper body, canopy or **utility trailer** owned by you or a **family member** and not described in the Declarations. But, coverage does apply to a camper body, canopy or **utility trailer** of which you acquire ownership during the policy period if you ask us to insure it within 30 days after you acquire it.
6. To awnings, cabanas, or equipment designed to provide additional living facilities.
7. Due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the **loss** results from burning of wiring. Also, coverage does apply if the **loss** results from the total **theft of your insured car**.
8. To a vehicle not owned by you when used in auto business operations.
9. During any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
10. To a **utility car** due to increased cost of repair or replacement of the following furnishings or equipment:
  - a. special carpeting, insulation, wall covering, furniture or bars.
  - b. dining, kitchen and sleeping facilities including enclosures or bathroom facilities.
  - c. height-extending roofs.
  - d. murals, special paint and/or other methods of painting, decals or graphics.
11. To radar detectors.

### Limits of Coverage

The amounts shown in the Declarations, in section 3. Coverages for Comprehensive and **Collision**, are the limits of liability which apply to Part IV, Coverages F and G. These limits of liability for **loss** shall not exceed:



## Your E-Z Reader Car Policy (continued)

1. The cost to repair or replace damaged or stolen property with other of like kind and quality, or with new property less an adjustment for physical deterioration and/or depreciation.
2. \$500 for a **utility trailer** not owned by you or a **family member**.

### Payment of Loss

We will pay the **loss** in money or repair or replace damaged or stolen property. We may, at any time before the **loss** is paid or the property is replaced, return at our expense any stolen property either to you or to the address shown in the Declarations, with payment for the resulting damage. We may keep all or part of the property at the agreed or appraised value.

### Appraisal

You may demand appraisal of the **loss**. In that event, we will each appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value of the property before the accident and the amount of **loss**. An award in writing by any two appraisers will determine the amount payable, which shall be binding subject to the terms of this insurance.

### No Benefit to Bailee

This coverage shall not directly or indirectly benefit any carrier or other bailee for hire liable for **loss** to **your insured car**.

### Other Insurance

The coverage provided by this policy is excess over any other applicable Comprehensive or **Collision** insurance provided by any other policy which applies to the same **loss**.

## Part V - Conditions

### 1. Policy Period and Territory

This policy applies only to **accidents, occurrences, and losses** during the policy period shown in the Declarations which occur within the United States, its territories or possessions, or Canada, or while the car is being shipped between their ports.

### 2. Changes

This policy with the Declarations includes all agreements between you and us relating to this insurance. No other change or waiver may be made in this policy except by endorsement, new Declarations or new policy issued by us.

The premium for each term of this policy is determined by information in our possession at the inception of that term. Any changes in this information which would affect the rating of your policy will allow us to make an additional charge or refund on a

pro rata basis. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in your **state**. We may make other changes or replace this policy to conform to coverage currently in use at the next policy period. The change or new policy will be delivered to you, or mailed to you at your mailing address shown in the Declarations at least 30 days before the effective date of the new policy period.

Policy terms which conflict with laws of Nevada are hereby amended to conform to such laws.

### 3. Legal Action Against Us

We may not be sued unless there is full compliance with all the terms of this policy. We may not be sued under the Liability Coverage until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. No one shall have any right to make us a party to a suit to determine the liability of a person we insure.

### 4. Transfer of Your Interest

Interest in this policy may not be assigned without our written consent. But, if the insured named in the Declarations, or the spouse of the insured resident in the same household dies, the policy will cover:

- a. the survivor
- b. the legal representative of the deceased person while acting within the scope of duties of a legal representative.
- c. any person having proper custody of **your insured car** until a legal representative is appointed.

### 5. Our Right to Recover Payment

If any person to or for whom we make payment under this policy has rights of recovery from another, those rights are transferred to us. That person must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after the **accident** to prejudice our rights.

When a person has been paid **damages** by us under this policy and also recovers from another, the amount recovered from the other will be held by that person in trust for us and reimbursed to us to the extent of our payment.

This condition does not apply if prohibited by **state** law.

### 6. Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any insured person.

## Your E-Z Reader Car Policy (continued)

### 7. Termination or Reduction of Coverage

#### a. Nonrenewal

We will mail to you at the address last known to us, or personally deliver to you, notice of nonrenewal not less than 30 days before the end of the policy period, if we decide not to renew or continue this policy.

#### b. Cancellation of Coverage

1. You may cancel this policy by advising us in writing when at a future date the cancellation is to be effective.
2. We may cancel for non-payment of premium at any time during the policy period by mailing notice to you by U.S. Post Office first class mail to the address last known to us, or by personally delivering the notice, at least 10 days prior to the effective date of such cancellation.
3. If this policy has been in effect 70 days or has been renewed, we may cancel by mailing notice to you by U.S. Post Office first class mail to the address last known to us, or by personally delivering the notice, at least 30 days prior to the effective date of such cancellation, for any of the following reasons:

(a) You purposely misrepresent information in the submission of a claim.

(b) You or any person who regularly operates **your insured car**:

- (1) Has had a driver's license suspended or revoked within the 12 months prior to the date of notice of cancellation;
- (2) Is subject to epilepsy or heart attacks and cannot have a physician certify as to the ability to operate a motor vehicle safely;
- (3) Has been addicted to the use of narcotics or other drugs within the 36 months prior to the notice of cancellation;
- (4) Has been convicted, or forfeited bail, during the 12 months immediately preceding the notice of cancellation for any of the following reasons:
  - (a) Felony;
  - (b) Criminal negligence resulting in death, homicide or assault when using a motor vehicle;
  - (c) Driving while intoxicated or under the influence of drugs, being intoxicated while in, or about, an automobile, or while having custody of an automobile;
  - (d) Leaving the scene of the **accident** without reporting the **accident**.

(e) Theft of a motor vehicle.

(c) There has been a material change in the nature of the risk since the policy inception or renewal which substantially and materially increases the risk of loss beyond that contemplated at the time the policy was issued or last renewed.

(d) The Commissioner determines that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public.

(e) The Commissioner determines that the continuation of this policy would violate, or place us in violation of, any provision of the Insurance Code of Nevada.

If we cancel, the notice we send you will describe why we are cancelling.

#### c. Automatic Termination

This policy will automatically terminate at the end of the policy period if you or your representative do not accept our offer to renew it. Your failure to pay the renewal premium as we require means that you have declined our offer.

If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that car will cease on the effective date of the other insurance.

#### d. Reduction of Coverage

We may reduce coverage limits, increase any deductible, or increase the premium rate of all or any portion of the policy at the time of renewal. You shall have 30 days from the date you receive notice of the altered terms of the policy to cancel the policy. If you elect to cancel under these circumstances, we will refund the pro rata premium of the unexpired portion of the new term.

#### e. Other Provisions

- a. If different requirements for cancellation and nonrenewal or termination of policies become applicable because of the laws of Nevada, we will comply with those requirements.
- b. Mailing of a notice shall be sufficient proof of notice. We may deliver a notice instead of mailing it.
- c. The effective date and time stated on the notice for cancellation of the entire policy shall become the end of the policy period.
- d. Termination or change may result in a premium refund. If so, we will send it to you. Our making or offering of a refund is not a condition of cancellation.

**Your E-Z Reader Car Policy (continued)**

If you cancel, the refund will be computed in accordance with the customary short rate table and procedure, except as provided for in subsection d.

If we cancel, the refund will be computed on a pro rata basis.

We shall not cancel or refuse to renew this policy solely because of age, residence, race, color, creed, national origin, ancestry or occupation of any insured under this policy.

**Reciprocal Provisions****(Applicable Only if this Policy is Issued by Farmers Insurance Exchange)**

This policy is made and accepted in consideration of your premium payment to us. It is also in consideration of the power of attorney you signed as part of your application and the information you gave to us on your application. Some of your statements actually become a part of the policy which we call "The Declarations".

When you signed the power of attorney authority on your application, you authorized the Farmers Underwriters Association to execute interinsurance policies between you and other subscribers.

Nothing in this policy is intended, or shall be construed, to create either:

- a. A partnership or mutual insurance association.
- b. Any joint liability.

We may sue or be sued in our own name, as though we were an individual, if necessary to enforce any claims which arise under this policy. In any suit against us, service of process shall be upon the Farmers Underwriters Association, Attorney-in-Fact.

Membership fees which you pay are not part of the premium. They are fully earned when you are granted membership and coverage is effective. They are not returnable. However, if we cancel or non-renew your policy during the initial policy period, membership fees will be refunded to you in full.

We hold the Annual Meeting of the members of the Exchange at our Home Office at Los Angeles California, on the first Monday following the 15th day of March of each year at the hour of 2:00 p.m. The Board of Governors may elect to change the time and place of the meeting.

If they do so, you will be mailed a written or printed notice at your last known address at least ten days before such a time. Otherwise, no notice will be sent to you.

The Board of Governors shall be chosen by subscribers from among yourselves. This will take place at the annual meeting or at any special meeting which is held for that purpose. The Board of Governors shall have full power and authority to establish such rules and regulations for our management as are not inconsistent with the subscribers' agreement.

Your premium for this policy and all payment made for its continuance shall be payable to us at our Home Office or such location named by us in your premium invoice. The funds which you pay shall be placed to your credit on our records. They will be applied to the payment of your proportion of losses and expenses and to the establishment of reserves and general surplus. The Board of Governors or its Executive Committee has the authority to deposit, withdraw, invest and reinvest such funds. You agree that any amount which the Board of Governors allocates to our surplus fund may be retained by us. Also, after provision is made for all of our liabilities, it may be applied to any purpose deemed proper and advantageous to you and other policyholders.

This policy is non-assessable.

**Special Provisions****(Applicable Only if this Policy is Issued by Mid-Century Insurance Company)**

Policy fees which you pay are not part of the premium. They are fully earned when the policy is issued. They are not returnable. However, if we cancel or non-renew your policy during the initial policy period, policy fees will be refunded to you in full.

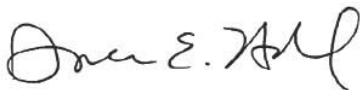
This policy shall not be effective unless countersigned on the Declarations Page by a duly authorized representative of the Company named on the Declarations Page.

**Your E-Z Reader Car Policy** (continued)

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The Company named on the Declarations has caused this policy to be signed by the officers shown below:

FARMERS INSURANCE EXCHANGE  
by Farmers Underwriters Association,  
Attorney-in-Fact  
MID-CENTURY INSURANCE COMPANY



**Secretary**



**Vice-President**

**No Mexico Coverage**

**Read this Warning Carefully**

No coverage under this policy is provided while in Mexico. The Republic of Mexico considers an automobile accident a criminal offense as well as a civil matter. Coverage can be obtained through a Mexican insurance company when needed.



## Policy Endorsements

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### Endorsement Amending Part IV - Damage to Your Car (J6275 - 1st Edition)

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that your policy is amended as follows:

Under Part IV - Damage to Your Car, Limits of Liability, Item 1. (Item 2. in AZ, ID, IA, MI, MO, MT, OH, OK and WI) is deleted and replaced by the following:

1. The amount necessary to repair or replace the property or parts with other of like kind and quality; or with new property less an adjustment for physical deterioration and/or depreciation. Property of like kind and quality includes, but is not limited to, parts made for or by the vehicle manufacturer. It also includes parts from other sources such as rebuilt parts, quality recycled (used) parts and parts supplied by non-original equipment manufacturers.





## Policy Endorsements

### Loss of Use Endorsement (J6279 - 1st Edition)

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

For an additional premium, we will pay your extra expense arising from any of the options you have purchased as described in the schedule below and designated in the Declarations. The chosen option applies when the **loss** exceeds the deductible amount applicable under PART IV of your E-Z Reader Car Policy.

#### Option Schedule

Coverage Designation	Coverage Description
K-1	We will pay you \$10 per day while <b>your insured car</b> is in the custody of a garage for repairs resulting from a <b>collision</b> . The maximum payable is \$100. If <b>your insured car</b> is a total <b>loss</b> (regardless of salvage value) we will pay you \$100.
K-2	We will pay you \$15 per day while <b>your insured car</b> is in the custody of a garage for repairs resulting from a <b>Collision</b> or Comprehensive <b>loss</b> . The maximum payable is \$300. If <b>your insured car</b> is a total <b>loss</b> (regardless of salvage value) we will pay you \$300. This option does not cover total theft of <b>your insured car</b> .
K-3	Car Return Expenses: If Coverage K-1, K-2 or K-4 <b>loss</b> occurs more than 50 miles from your residence, we will pay you for the reasonable and necessary extra expense for commercial transportation, gasoline, lodging and meals incurred to return <b>your insured car</b> , after it is repaired, to your residence or destination. The maximum payable for car return expenses is \$200.
K-4	We will pay you \$25 per day while <b>your insured car</b> is in the custody of a garage for repairs resulting from a <b>Collision</b> or Comprehensive <b>loss</b> . If <b>your insured car</b> is a total <b>loss</b> (regardless of salvage value) we will pay you \$500.  We will pay you an amount in excess of the amount paid per day under paragraph 1 of Supplementary Payments in Part IV of this policy, resulting from total theft of <b>your insured car</b> . The maximum we will pay for the combined total of paragraph 1 of Supplementary Payments and K4 is \$25 per day.  The maximum payable under K-4 is \$500.
K-5	We will pay you \$50 per day while <b>your insured car</b> is in the custody of a garage for repairs resulting from a <b>Collision</b> or Comprehensive <b>loss</b> . If <b>your insured car</b> is a total <b>loss</b> (regardless of salvage value) we will pay you \$1000.  If <b>loss</b> occurs more than 50 miles from your residence we will also pay your car return expenses for the reasonable and necessary extra expense for commercial transportation, gasoline, lodging and meals incurred to return <b>your insured car</b> , after it is repaired, to your residence or destination. The maximum payable for car return expenses is \$500.  We will pay you an amount in excess of the amount paid per day under paragraph 1 of Supplementary Payments in Part IV of this policy resulting from the total theft of <b>your insured car</b> . The maximum we will pay for the combined total of paragraph 1 of Supplementary Payments and K5 is \$50 per day.  The maximum payable under K-5 is \$1,000.

The insurance afforded by this endorsement does not apply to any **collision** or comprehensive **loss** occurring before the effective date of this endorsement as shown in the Declarations.

This endorsement is also subject to the following provisions:

1. Coverage applies only to **your insured car** other than a **private passenger car, utility car, or utility trailer** not owned by you or a **family member** while being temporarily used as a substitute vehicle.
2. If you are paid under this endorsement, we shall have your rights to seek recovery. You shall do whatever is necessary to secure such rights. You shall do nothing to prejudice these rights.
3. The premium charged for this insurance is fully earned unless the entire policy is cancelled. (Not applicable in Michigan).



## Policy Endorsements

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### **Safety Glass - Waiver of Deductible Part IV - Damage to Your Car - Coverage F (J6284 - 1st Edition)**

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that if a loss to auto safety glass is repaired rather than replaced, the deductible applying to Coverage F - Comprehensive under Part IV - Damage to Your Car is waived. If the auto safety glass is replaced, the deductible applying to Comprehensive will remain in force.





## Policy Endorsements

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### Amended Business Use Exclusion - Your E-Z Reader Car Policy (J6489 - 1st Edition)

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that Exclusion 6. Under PART I - LIABILITY is deleted and replaced with the following:

**Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle by any person employed or otherwise engaged in a business other than the business described in Exclusion 5.

This exclusion does not apply to the maintenance or use of a:

- a. **Private passenger car.**
- b. **Utility car** that you own, if rated as a **private passenger car**, or
- c. **Utility trailer** used with a vehicle described in a. or b. above.

However, this exclusion does apply to any vehicle:

- 1. While used in employment by any person whose primary duties are the delivery of products or services; or,
- 2. While used in any employment in an emergency occupation on a full-time, part-time, or volunteer basis. Such occupations include, but are not limited to, Fire Fighting, Ambulance, or Police activities. However, this exclusion does not apply to the vehicle described in the Declarations or any **private passenger car** or **utility car** with which you replace it.
- 3. Which is one of a fleet or pool of vehicles which are provided for the use of an **insured person** in the course of his or her employment, unless such vehicle is specifically listed in the Declarations.



## Policy Endorsements

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### Endorsement Amending Definition of Insured Person Under Part I - Liability (J6492 - 1st Edition)

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that under Part I - Liability, items 2 and 3 under "**Insured Person** does not mean:" are amended to read as follows:

2. Any person, including but not limited to a **family member**, for **bodily injury** or **property damage** arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claim Act apply.
3. Any person, including but not limited to a **family member**, who uses a vehicle without having sufficient reason to believe that the use is with the permission of the owner.



## Policy Endorsements

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### Customized Equipment Endorsement (J6674 - 1st Edition)

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

Under **PART IV - DAMAGE TO YOUR CAR, Coverage F - Comprehensive**, and **Coverage G - Collision**, the following is added:

We will also pay for repair or replacement of **customized equipment** up to a total of \$1,000 for any one **loss** event. Multiple items of **customized equipment** lost or damaged in the same event are considered to be one **loss**.

The following definition is added to **PART IV - DAMAGE TO YOUR CAR, Additional Definitions Used In This Part Only**:

**Customized equipment** means any furnishings or equipment, which is permanently attached to **your insured car** and common to its use, which is not the vehicle's factory available furnishings or equipment.

This includes, but is not limited to:

- a. any video, electronic sound reproducing or transmitting equipment, and its component parts, media and data, including but not limited to DVD, Game System or MP3 player;
- b. any painted, chrome or finished surface, whether refinished in whole or in part, of any automobile insured under this Part where the claim exceeds the cost of duplicating the vehicle's factory applied surface finish;
- c. tires, wheels, rims, spinners, grilles, louvers, side pipes, hood scoops or spoilers or any exterior surface, body or exhaust equipment, or modification thereto, which exceeds the cost of repairing or replacing the vehicle's factory available equipment;
- d. any engine, transmission or suspension parts, or modification thereto, which exceeds the cost of repairing or replacing the vehicle's factory available equipment;
- e. GPS navigational systems;
- f. special carpeting, insulation, wall paneling, furniture or bars;
- g. facilities for cooking or sleeping including enclosures or bathroom facilities;
- h. height-extending roofs; or
- i. custom murals, paintings or other decals or graphics.

Under **Additional Definitions Used In This Part Only, 2.**, **loss** is deleted and replaced with:

2. **Loss** means direct and accidental **loss** of or damage to **your insured car**, including its **customized equipment**.



## Policy Endorsements

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### Household Pet Coverage (J6683 - 1st Edition)

This endorsement applies only to the vehicle(s) for which this Endorsement is listed on the Declarations page of this policy.

Your policy is amended as follows:

Under Part IV Damage To Your Car, the following is added to Additional Definitions Used in This Part Only:

4. **"Household pet"** means a fully domesticated animal owned by **you** for personal companionship, such as a dog, a cat, a reptile, a bird or a rodent. Household Pet does not include any type of horse, cow, pig, sheep, goat, chicken, turkey, or captive fur-bearing animal, or any animal commonly kept for food or profit.

Under Part IV Damage To Your Car, the following is added to Supplementary Payments:

3. If you have Coverage F - Comprehensive coverage for **your insured car** and your **Household Pets** are inside that insured car during its covered total theft, we will pay reasonable amounts up to \$600 for the loss, veterinary care, burial, or disposal of any and all such **Household Pets** because of that covered total theft loss. Theft of **Household Pets** will be paid based upon their actual cash value to a maximum of \$600 per covered total theft loss for any and all **Household Pets**.
4. If you have Coverage G - Collision and your **Household Pets** are inside that insured car at the time of a covered loss under Coverage G - Collision, we will pay reasonable amounts up to a total of \$600 for the loss, veterinary care, burial, and/or disposal of all such **Household Pets** arising out of their theft, injury or death during a covered loss. Loss of **Household Pets** will be paid based upon its actual cash value to a maximum of \$600 per covered loss for any and all **Household Pets**.

Under Part IV Damage To Your Car, the following is added to Exclusions:

12. To **Household Pets** that are injured or die from heat, dehydration, or exposure to weather or to other animals from any covered loss under Coverage F or Coverage G.

Under Part IV Damage To Your Car, the following is added to Limits of Liability:

3. Under Coverage F and Coverage G, \$600 for any one covered loss, for any and all **Household Pets** stolen, injured or killed as a result of that covered loss.



## Policy Endorsements

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### Endorsement Amending Part IV - Damage To Your Car - Excluding Coverage for Diminished Value - Your E-Z Reader Car Policy (J6774 - 1st Edition)

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

Under **Part IV - DAMAGE TO YOUR CAR, Additional Definitions Used In This Part Only**, the following definition is added:

**Diminution in value** means the actual or perceived loss in market or resale value which results from a direct and accidental **loss**.

Under **Part IV - DAMAGE TO YOUR CAR, Exclusions**, the following is added:

To **your insured car** due to "diminution in value".



## Policy Endorsements

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### Loss Payable Provisions (J6934 - 1st Edition)

Subject to the Loss Payable Provisions or any other loss payable endorsement attached to the policy, payment for loss thereunder is payable as interest may appear to the named insured and the Lienholder or Other Interest in the Declarations.

#### ***Loss Payable Provisions***

It is agreed that any payment for loss or damage to the vehicle described in this policy shall be made on the following basis:

- (1) At our option, loss or damage shall be paid as interest may appear to the policyholder and the lienholder shown in the Declarations, or by repair of the damaged vehicle.
- (2) Any act or neglect of the policyholder or a person acting on his behalf shall not void the coverage afforded to the lienholder.
- (3) Change in title or ownership of the vehicle, or error in its description shall not void coverage afforded to the lienholder.

The policy does not cover conversion, embezzlement or secretion of the vehicle by the policyholder or anyone acting in his behalf while in possession under a contract with the lienholder.

A payment may be made to the lienholder which we would not have been obligated to make except for these terms. In such event, we are entitled to all the rights of the lienholder to the extent of such payment. The lienholder shall do whatever is necessary to secure such rights. No subrogation shall impair the right of the lienholder to recover the full amount of its claim.

We reserve the right to cancel this policy at any time as provided by its terms. In case of cancellation or lapse we will notify the lienholder at the address shown in the Declarations. We will give the lienholder advance notice of not less than 10 days from the effective date of such cancellation or lapse as respects his interest. Mailing notice to the loss payee is sufficient to effect cancellation.

The following applies as respects any loss adjusted with the mortgagee interest only:

- (1) Any deductible applicable to Comprehensive Coverage shall not exceed \$250.
- (2) Any deductible applicable to Collision Coverage shall not exceed \$250.



## Policy Endorsements

### Farmers Auto Rewards Endorsement (J6956 - 1st Edition)

This endorsement outlines a new set of policy features that have been added to **your** auto policy. These benefits have been added at no additional charge, and are earned based on **your** length of time with **Farmers Insurance Exchange** and **your** claims experience. **You** currently qualify for the benefits indicated with a check mark ☒ below. Thank you for choosing Farmers!

#### ☐ **Accident Forgiveness**

After **you** earn this benefit, **we** will waive one **accident** that would have otherwise caused **your** premium to increase. This benefit can be used multiple times over the life of this policy, but will only apply to one **accident** at any given time. A subsequent **accident** would only cause an increase in **your** premium if it occurs within three years of the **accident** that has been forgiven.

This benefit will forgive one **accident** across all eligible policies, regardless of the number of insured **cars** or drivers. This benefit only applies for the policy number(s) listed above, and requires that the policy is in force and has not cancelled or lapsed due to non-payment.

#### ☒ **Incident Forgiveness**

**We** agree to waive qualified incidents on this policy.

1. Incidents are defined as minor traffic violations. Minor traffic violations that occur while the covered driver is insured with the company under the policy for which this endorsement is listed will not be used to determine the renewal rate.
2. New minor traffic violations that occur while the covered driver(s) are insured with the company under the policy will not be used to determine the renewal premium.
3. Any additional minor traffic violations that occur after the new business effective date will be waived for any covered drivers on the policy number listed above.
4. At the time of adding any new driver to this policy as a covered driver, any traffic violations which occurred prior to that driver being added to the policy will not be waived.

**Your** agent can provide **you** with a list of incidents **we** consider minor violations.

#### ☒ **Guaranteed Renewal**

**We** will not cancel or non-renew **your** policy for claims activity. Additionally, **we** agree to renew this policy as long as:

1. This policy remains in force with Farmers Insurance Group of Companies;
2. **You** continue to reside in the state this policy was issued;
3. Premiums are paid when due;
4. This policy covers a private passenger **car**;
5. All drivers in **your** household hold valid driver's licenses;
6. No one other than the **named insured** shown on the **Declarations Page** as of the date of issue of this endorsement and their spouse (including domestic partners and civil unions) if a resident of the same household, becomes a **named insured** on this policy;
7. **You** have a signed and approved Subscription Agreement on file with Farmers (if required to purchase a policy in **your** state);
8. There is no intentional misrepresentation of information **you** provide to **us** to rate and service **your** policy.



## Policy Endorsements (continued)

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At each policy renewal, **you** may select from those coverages which continue to be available from the member company of the Farmers Insurance Group of Companies which issued this policy. The coverage provided is described in **your** policy, including any revisions that are made to it.

93-6956 1st Edition 3-14

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.



## Policy Endorsements

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### Rideshare Exclusion Endorsement (J7200 - 1st Edition)

This Endorsement amends your Personal Auto Policy. Please read it carefully.

The following exclusion is added to your policy:

#### Rideshare Exclusion Applicable To All Coverages

We do not provide coverage under this policy for any **accident** that occurs while **your insured car** is being used in a **Personal Car Sharing Program**, a **Commercial Ridesharing Program**, any **prearranged ride**, or a similar arrangement.

The following definitions are added to your policy:

**Commercial Ridesharing Program** means an arrangement or activity through which persons or property is transported for compensation, regardless of the amount or form of compensation charged or paid and includes the time:

1. Commencing when a driver of a **private passenger car** is available to accept transportation requests for passengers or property for compensation;
2. Between the driver accepting a transportation request and the passengers or property entering into or being loaded upon the **private passenger car** used for this request;
3. Passengers or property are in or upon the **private passenger car** used for this request; and
4. Between the passengers or property exiting or unloading from the **private passenger car** and the driver is no longer available to accept transportation requests.

**Personal Car Sharing Program** means a business in which persons or legal entities are engaged in the business of facilitating the sharing of **private passenger cars** for temporary use by individuals.

**Prearranged Ride** means a period of time that begins when a driver accepts a transportation request through a digital network or similar connection and continues while the driver transports the rider in a **private passenger car**, and ends when the rider departs from the **private passenger car**.

**Transportation Network Company** means a corporation, partnership, sole proprietorship, or other entity, operating in your state that uses a digital network or similar connection to connect riders to drivers for the purpose of providing transportation.

The following paragraph is added to the definition of **Insured Person** in **Part I – Liability**, Additional Definitions Used In This Part Only:

**Insured person** does not mean: Any person while occupying, operating or using a car that is available for hire or while using a car that is part of a **Personal Vehicle Sharing Program**, **Commercial Ride-Sharing Program** or similar arrangement.

The following paragraph is added to the definition of **Insured Person** in **Part II – Uninsured Motorist Coverage C – Uninsured Motorist Coverage (Including Underinsured Motorist Coverage)**, Additional Definitions Used In This Part Only:

**Insured person** does not mean: Any person while operating a car that is available for hire or while using a car that is part of a **Personal Vehicle Sharing Program**, **Commercial Ride-Sharing Program** or similar arrangement.

The following paragraph is added to the definition of **Insured Person** in **Part III – Medical Coverage E – Medical Expense Coverage**, Additional Definitions Used In This Part Only:

## Policy Endorsements (continued)

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**Insured person** does not mean: Any person while operating a car that is available for hire or while using a car that is part of a **Personal Vehicle Sharing Program, Commercial Ride-Sharing Program** or similar arrangement.

The following Condition is added to your policy:

You must disclose to us your participation, as either a driver or vehicle owner, in any **Personal Car Sharing Program, Commercial Ridesharing Program**, or other similar arrangement. Failure to do so may result in the rescission, cancellation or nonrenewal of your policy.

93-7200 1st Edition 1-15

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms and conditions of the policy continue to apply.

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## Policy Endorsements

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### Endorsement Amending Part I - Liability - Your E-Z Reader Car, Your E-Z Reader Motorcycle and Your Motor Home Plus Policies - Nevada (NV008 - 1st Edition)

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that Part I - Liability of Your E-Z Reader Car Policy, Your E-Z Reader Motorcycle Policy and Your Motor Home Plus Policy is amended as follows:

#### Amendments to Your E-Z Reader Car Policy

- Under Part I - Liability, "Additional Definitions Used in This Part Only," "Insured person as used in this part means:" Item 1. is deleted and replaced with the following:

You or any **family member** or a **listed driver**.

**Listed Driver** is added as follows: **Listed Driver** means a driver expressly rated on this policy to operate **your insured car** and for whom a premium has been paid to operate **your insured car**.

#### Amendments to Your E-Z Reader Motorcycle Policy

- Under Part I - Liability, "Additional Definitions Used in This Part Only," "Insured person as used in this part means:" Item 1. is deleted and replaced with the following:

You or any **family member** or a **listed driver**.

**Listed Driver** is added as follows: **Listed Driver** means a driver expressly rated on this policy to operate **your insured motorcycle** and for whom a premium has been paid to operate **your insured motorcycle**.

- Limits of liability**, Item 2. is deleted and replaced with: 2. Subject to the bodily injury liability limit for "each person", the **bodily injury** liability limit for "each occurrence" is the maximum we will pay for all claims for two or more persons for all **damages** for **bodily injury** arising out of any one **accident** or **occurrence**.

#### Amendments to Your Motor Home Plus Policy

- Under Part I - Liability, "Additional Definitions Used in This Part Only," "Insured person as used in this part means:" Item 1. is deleted and replaced with the following:

You or any **family member** or a **listed driver**.

**Listed Driver** is added as follows: **Listed Driver** means a driver expressly rated on this policy to operate **your insured motor home** and for whom a premium has been paid to operate **your insured motor home**.

- Limits of liability**, Item 2. is deleted and replaced with: 2. Subject to the bodily injury liability limit for "each person", the **bodily injury** liability limit for "each occurrence" is the maximum we will pay for all claims for two or more persons for all **damages** for **bodily injury** arising out of any one **accident** or **occurrence**.
- Under Part I - Liability, "Limits of Liability," Item 5 is deleted.

94-1738 1st Edition 6-08

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

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## Policy Endorsements

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### Changes to Part II Uninsured Motorist Coverage and Part III Medical Coverage - Nevada (NV011 - 1st Edition)

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that, if you have purchased **Uninsured Motorist Coverage** and/or **Medical Coverage** on your **E-Z-Reader Car Policy** or **E-Z-Reader Motorcycle Policy**, the following changes have been made to your policy:

#### Part II - Uninsured Motorist

##### Coverage C - Uninsured Motorist Coverage

###### Limits of Coverage

The **Limitations on Stacking Coverages** provisions have been changed as follows:

###### Limitations on Stacking Coverages

If you have more than one motor vehicle insured with us and, if you or any other insured person is in an accident:

- A) In your insured car - We will not pay more than the uninsured motorist limit of coverage for that particular insured car.
- B) In a motor vehicle other than your insured car or while a pedestrian - We will not pay for more than the uninsured motorist limit of coverage which you have on any one of your insured cars.

Coverage on other motor vehicles insured by us cannot be added to or stacked on the coverage of your insured car that covers the loss.

These limits of coverage apply regardless of the number of policies, insured persons, your insured cars, claims made, claimants, or motor vehicles involved in the accident.

We will pay no more than the maximum limits of this coverage, as shown in the declarations of this policy, for any person or vehicle insured under this part for any one accident or occurrence regardless of the number of:

- 1. Vehicles or premiums shown in the declarations;
- 2. Vehicles insured;
- 3. Insured persons;
- 4. Claims or claimants;
- 5. Policies; or
- 6. Vehicles involved in the accident or occurrence.

The limits provided by this policy for this coverage may not be stacked or combined with the limits provided by any other policy issued to you or a family member by any of the farmers insurance group of companies.

The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the declarations page.

#### Part III - Medical

##### Coverage E - Medical Expense Coverage

###### Limits of Coverage

The **Limitations on Stacking Coverages** provisions have been changed as follows:

###### Limitations on Stacking Coverages

If you have more than one motor vehicle insured with us and, if you or any other insured person is in an accident:

- A) In your insured car - We will not pay more than the medical expense limit of coverage for that particular insured car.

## Policy Endorsements (continued)

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B) In a motor vehicle other than your insured car or while a pedestrian - We will not pay for more than the medical expense limit of coverage which you have on any one of your insured cars.

Coverage on other motor vehicles insured by us cannot be added to or stacked on the coverage of your insured car that covers the loss.

These limits of coverage apply regardless of the number of policies, insured persons, your insured cars, claims made, claimants, or motor vehicles involved in the accident.

We will pay no more than the maximum limits of this coverage indicated for this coverage in the declarations page regardless of the number of:

1. Vehicles described in the declarations;
2. Vehicles insured;
3. Insured person(s);
4. Claims;
5. Claimants;
6. Policies; or
7. Vehicles involved in the accident or occurrence that triggers this coverage.

The limits of this coverage indicated for this coverage in the declarations page may not be stacked, aggregated, or otherwise combined with the limits of this or similar coverage provided by any other policy issued to any insured person by us or by any other member of the Farmers Insurance Group of Companies.

The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the declarations page.

94-1741 1st Edition 6-08

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

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## Policy Endorsements

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### Endorsement Amending Part III - Medical - Other Insurance - Your E-Z Reader Car Policy - Nevada (NV018 - 1st Edition)

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

The "Other Insurance" section is deleted and the following is inserted:

#### Other Insurance

If there is other applicable insurance provided by any policy on the car listed in the Declarations, a **replacement car** or an **additional car**, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

The insurance provided by this policy for a non-owned motor vehicle or trailer is excess over any other collectible insurance.

94-1748 1st Edition 6-08

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

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## Policy Endorsements

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### Endorsement Amending Definitions, Part 1 - Liability and Special Provisions - Your E-Z Reader Car Policy - Nevada (NV019 - 1st Edition)

It is agreed that the definition of "you" and "your" in the Definitions section of Your E-Z Reader Car Policy, is amended to add the following:

Throughout this policy, "you" and "your" mean the named insured shown in the Declarations or renewal notice and your spouse or registered domestic partner under applicable state law if a resident of the same household with you. Any domestic partner must be registered as required by state law prior to the date of a loss.

It is agreed that the definition of **your insured car** in the Definitions section of Your E-Z Reader Car Policy, is amended to read as follows:

**Your insured car** means:

1. Any **private passenger car** or **utility car** described in the Declarations of this policy;
2. A **replacement vehicle**;
3. A **substitute vehicle**;
4. A **rental vehicle**;
5. An **additional vehicle**;
6. Any **utility trailer**:
  - a. That you own, or
  - b. If not owned by you, while attached to **your insured vehicle**.

It is further agreed that the following definitions for **Replacement car**, **Substitute car**, **Additional car** and **Rental Vehicle** are added to the Definitions section of Your E-Z Reader Car Policy:

**Replacement vehicle** means a **private passenger car** or **utility car** that you acquire as a replacement of any vehicle described in the Declarations, either by purchase, or by a written lease of at least six continuous months. This definition applies only if you:

1. Acquire the **replacement vehicle** during the policy period; and
2. Notify us within 30 days of its acquisition, or before the end of the policy period, whichever is less.

A **replacement vehicle** will have the same coverage as the vehicle it replaces.

**Substitute vehicle** means a **private passenger car** or **utility car**, not owned by you, but being temporarily used by you as a substitute for any vehicle described in the Declarations. This applies only while the vehicle described in the Declarations is withdrawn from normal use because of breakdown, repair, servicing, loss, or destruction.

**Additional vehicle** means a **private passenger car** or **utility car** of which you acquire possession either by purchase, or by a written lease of at least six continuous months. This definition applies only if you:

1. Acquire the **additional vehicle** during the policy period; and
2. Notify us within 30 days of its acquisition or before the end of the policy period, whichever is less.

**Rental vehicle** means any **private passenger car**, **utility car**, or **utility trailer** having a gross vehicle weight of 12,000 pounds (lbs.) or less rented by you on a daily or weekly basis not to exceed 30 consecutive days, provided that this car or trailer is not owned by, furnished or available for regular use by **you** or a **family member**.

Part 1 - Liability, Coverage A - Bodily Injury, Coverage B - Property Damage, Limits of Liability, is deleted and replaced with the following:

## Policy Endorsements (continued)

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The amounts shown in the Declarations for bodily injury liability and property damage liability are the limits of liability which apply to the insurance provided by Part I, subject further to the following:

1. The **bodily injury** liability limit for each person is the maximum we will pay for all **damages** resulting from **bodily injury** sustained by any one person in any one accident or occurrence. Included in the limit, but not as a separate claim or claims, are all consequential **damages** sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow and emotional distress.
2. The **bodily injury** liability limit for each **occurrence** is the maximum we will pay for all claims by two or more persons for all **damages** for **bodily injury** arising out of any one **accident** or **occurrence**, subject to the per person limit.
3. The **property damage** liability limit for each **accident** or **occurrence** is the maximum we will pay for all **damages** to all property arising out of any one **accident** or **occurrence**.
4. An insured person's **damages** paid or payable under this policy shall be reduced by any amount paid or payable under any workers' compensation law, disability benefit law, benefit of the United States, or any state or any political subdivision, or any similar medical or disability law.
5. If **you** or a **family member** have two or more automobile insurance policies with any members of the Farmers Insurance Group of Companies that provide coverage for an **accident** or **occurrence**, the insurance coverage we provide through any or all of those policies for a non-owned vehicle involved in that **accident** or **occurrence** shall not exceed the highest limit of coverage you have on any one of those policies.
6. We will pay no more than the maximum limits, as shown in the Declarations of this policy, for any one vehicle or person insured by this policy for any one **accident** or **occurrence** involving **your insured car** as defined by this policy, regardless of the number of:
  - a. vehicles or premiums shown in the Declarations;
  - b. vehicles insured;
  - c. insured persons;
  - d. claims or claimants;
  - e. policies; or
  - f. vehicles involved in the **occurrence**.

The limits of liability provided by this policy may not be stacked or combined with the liability limits provided by any other policy issued to **you** or a **family member** by any member of the Farmers Insurance Group of Companies.

7. If the coverage limit on the Declarations or renewal notice is stated as a Combined Single Limit, then the limit of liability shown is our maximum limit of liability for all **bodily injury** and **property damage** resulting from any one **occurrence**. This is the most we will pay regardless of the number of:
  - a. vehicles or premiums shown in the Declarations;
  - b. vehicles insured;
  - c. insured persons;
  - d. claims or claimants;
  - e. policies; or
  - f. vehicles involved in the **accident** or **occurrence**.

We will apply the stated combined single limit to provide the minimum limits required by law for **bodily injury** and **property damage** liability. However, this Provision will not change our total limit of liability.

The following is added to the Special Provisions section of this policy.

## Policy Endorsements (continued)

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### ***Special Provisions***

Even if separate premiums are shown for different vehicles insured under this policy, payment of any premium will apply to the entire policy, and thus payment of less than the minimum amount due will not be sufficient to keep the policy in force as to fewer than all vehicles shown in the Declarations.

94-1765 1st Edition 1-09

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

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## Policy Notices

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### Notice of Information Practices

You have certain rights under state and federal law with respect to the privacy of information we obtain about you when you engage in insurance transactions involving insurance primarily for personal, family or household use. You will receive, or already may have received, a notice entitled "Farmers® Privacy Notice." Your state gives you additional protections that are explained in this notice. Our information practices, as described in this notice, extend to applicants, policyholders and former policyholders.

### Collection of Information

Much of the information we need comes from you when you apply for insurance. Sometimes, however, we may need additional information or may need to verify information you've given us. In those instances, we may contact you, your spouse or another adult member of your household either by phone or by mail.

In addition, we often employ the common insurance industry practice of asking an outside source, called a "consumer reporting agency" or "insurance support organization," to provide us with consumer reports. On occasion, that source may contact you, another adult member of your household or a neighbor either by phone or in person to provide us with a report. As the Named Insured, you have the right to request that you or your spouse be contacted for a personal interview. If you choose this option, we will make every effort to comply with your request.

We may also obtain information from consumer reporting agencies and other sources for purposes other than underwriting, such as when processing claims, investigating potential fraud, or servicing your account. For example, we may obtain financial information relating to a particular bank account if you desire to set up an electronic funds transfer payment. In addition, we may obtain information relating to health and employment during the processing of a claim.

### Types of Information Collected

In connection with the underwriting and/or servicing of policies covering your personal vehicles, we may obtain information, including information relating to the use of your vehicle(s), ages and drivers, mileage, items relating to the driver, such as, personal habits and characteristics, credit information, prior accidents and driving violations, prior arrests or convictions, claims history and previous insurance experience.

In connection with the underwriting and/or servicing of policies covering your real and personal property, we may obtain information, including information relating to construction type, square footage, heating, other physical characteristics of the property, care and maintenance of the property, the personal habits and characteristics of the property's occupants, credit information, claims history and previous insurance experience.

### What We Do With Information We Collect About You

We use the information we collect about you to perform insurance functions, including underwriting and servicing your policy, processing claims and for other purposes permitted by state and federal law. For example, we may disclose this information, as permitted by law, and without your prior authorization to:

1. Your Agent, who may need the information to service your policy.
2. Persons who need this information to perform normal business functions for us.
3. Persons conducting actuarial or research studies on our behalf.
4. Another insurance company or an insurance support organization, to detect or prevent criminal activity or fraud in connection with an insurance transaction or to perform an insurance transaction.
5. A medical professional or medical care institution, to verify insurance coverage or benefits or to inform an individual of a medical problem of which the individual may not be aware.

## Policy Notices (continued)

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6. An insurance regulatory authority.
7. Law enforcement or other governmental authority.
8. A group policyholder to report claims experience or conduct an audit of our operations, but only as necessary to conduct the review or audit.
9. Affiliates, as permitted by law.
10. Persons that perform marketing services on our behalf, as permitted by law.
11. Other non-affiliated third parties, as permitted by law.
12. A party to a proposed or consummated sale, transfer, merger or consolidation of all or part of the company underwriting your policy.

Information obtained from a report prepared by an insurance-support organization may be retained by that organization and disclosed to other persons who use these reports, but only to the extent permitted by federal and state law.

### ***Access to and Correction of Personal Information***

You have the right to know the contents of any recorded personal information about you that is in our records, including any investigative consumer report we have obtained. You also have the right to receive a copy of this information and to request that we correct, amend or delete any of the information that you feel is in error. To exercise these rights, you must send us a written request. If you request correction, amendment or deletion of any erroneous information, we will review the recorded personal information and your written request. If the requested changes are in order, we will make the appropriate changes in our records. If we cannot make the change, you then have the option of filing a statement of the reasons why you disagree with our decision, which will be included in our policy records so anyone reviewing the disputed personal information will have access to it. Any future disclosure made by us, if any, will also include your filed statement. We will also provide a copy to anyone designated by you who may have received recorded personal information from us in the past two years. In any case, whether we can or cannot comply with your request to correct recorded personal information, we will advise you of our decision in writing.

These rights do not extend to information collected in connection with or in reasonable anticipation of a claim, or civil or criminal proceeding, or to specific items of privileged information when an applicant or policyholder is suspected of fraud, material misrepresentation or material nondisclosure.

You may contact your Agent for the appropriate service center address where you can direct your written inquiry.

### ***Keeping You Informed***

As required by law, we will notify you of our information practices regularly. We reserve the right to modify our practices at any time, when permitted by law.

If, after reading this, you have any further questions, please feel free to contact your Agent.

This notice is sent on behalf of the Farmers Insurance Group of Companies, whose members include, but are not limited to:

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers New Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.), Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc., Farmers Texas County Mutual Insurance Company, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Civic Property and Casualty Company, Exact Property and Casualty Company, and Neighborhood Spirit Property and Casualty Company.

**Policy Notices** (continued)

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